



CITY OF NEWARK
DELAWARE

Bid Security

Vendor

CITY OF NEWARK, DELAWARE

CONTRACT NO. 19-03

WATER TREATMENT CHEMICALS

NOTICE

Return intact with properly
completed forms or bid may be rejected.

CITY OF NEWARK

Delaware

CONTRACT NO. 19-03

WATER TREATMENT CHEMICALS

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CITY OF NEWARK

Delaware

CONTRACT NO. 19-03

WATER TREATMENT CHEMICALS

NOTICE OF LETTING

Sealed bids for Contract No. 19-03, "WATER TREATMENT CHEMICALS", will be received in the Purchasing Office, Newark Municipal Building, 220 South Main Street, Newark, Delaware 19711 until 2:00 p.m., prevailing time, February 5, 2019 and will be publicly opened and read aloud in the Council Chamber shortly thereafter.

Contract documents and Specifications may be obtained from the City's web page <https://newarkde.gov/bids>. Each bid shall be submitted on the proposal form included with the Contract documents.

CITY OF NEWARK, DELAWARE

CONTRACT NO. 19-03

WATER TREATMENT CHEMICALS

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked "City of Newark - Contract No. 19-03, "WATER TREATMENT CHEMICALS." Bid Documents must be received in the Purchasing Office prior to 2:00 p.m. prevailing time, February 5, 2019. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) calendar days following the bid opening date.

2. DEFINITIONS

- A. *Agreement*: The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
- B. *Contract Documents*: Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- C. *Contractor*: The individual or entity with whom the Owner has entered into the Agreement.
- D. *Owner*: The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. The Owner for this project is the City of Newark.
- F. *Site*: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor. Access to the Site is to be coordinated with the Owner prior to delivery.
- G. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- H. *Work*: The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, as required by the Contract Documents.

3. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid. If the successful bidder fails or refuses to execute and deliver the contract within fourteen (14) calendar days after receiving notice of the award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders sixty (60) calendar days after the bid opening date. The successful bidder shall provide the City with a Contract Surety Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed contract within fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

4. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

5. AWARDS

The City Manager will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

6. BID PRICE

The bid price shall include all transportation, delivery, installation and all charges for the goods and services specified. The bid prices shall be F.O.B. for either the Curtis Water Treatment Plant (CWTP), 215 Paper Mill Road, Newark DE 19711 or the South Well Field Water Treatment Plant (SWF), 912 S. Chapel St, Newark, DE 19713.

7. INTENT OF SPECIFICATIONS

It shall be the contractor's responsibility to furnish the goods specifically indicated in this specification and such other as may be required to meet the intent of the specifications or as may be necessary to provide the operation intended by the City of Newark. See technical specifications.

8. EXCEPTIONS/DESCRIPTIVE INFORMATION

Any and all exceptions which are taken to the specifications must be noted in the space provided on the proposal. Any exception to the specifications may be grounds for rejection of the bid. Descriptive information covering the goods to be supplied must be submitted with the proposal.

The goods must meet all applicable federal and state regulations.

9. FINAL INSPECTION

All delivered goods and services will be subject to inspection by the City of Newark, Delaware. If in any way an item fails to meet the terms of the contract, it may be rejected or liquidated damage charges made. The decision of the City will be final and any rejected items or materials will have to be replaced at the expense of the contractor.

10. ADVERTISEMENTS

Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

11. EEO AND BUSINESS LICENSES

The bidder shall possess all required business or other licenses and also shall be a fair and equal opportunity employer.

12. NON-COLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

13. ADDENDA AND QUESTIONS

Any changes to the contract documents shall be made by written addenda, issued no later than four (4) calendar days prior to the bid opening date. Bidders shall bear the entire responsibility for being sure they have received all such addenda.

Any questions regarding the bidding process should be directed to Ms. Cathy Trykowski, Purchasing Administrator, at ctrykowski@newark.de.us or (302) 366-7000. Any questions regarding the technical specifications should be directed to Mr. Mark Neimeister, Water Operations Superintendent, Public Works and Water Resources, at mneimeister@newark.de.us or (302) 366-7000.

14. PAYMENT

No invoice will be processed for payment for any shipment until the goods have been delivered and verification is made that goods delivered meet the specifications under this contract. Payment for each shipment will be made within thirty (30) days of final acceptance of the goods by the City.

15. QUANTITY

The goods specified herein are to be supplied on an as-needed basis. Payment will be made for the

actual amount of materials delivered conforming to the specifications and in accordance with orders for said material by the city at the unit price bid in the Proposal, which price shall include all labor, materials, and equipment and all else necessary therefor or incidental thereto. The City reserves the right to increase or decrease its requirements as quantities are estimates and needs dictate during the contract period without affecting the unit price.

16. DAMAGES FOR LATE DELIVERY

The dates for delivery of the materials are important and may influence the award of the contract. Delivery dates shall be calculated from the date of notification of award. Liquidated damages of \$25.00 per calendar day may be assessed by the City, at its discretion, for every day that delivery is extended beyond the submitted delivery date.

17. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

18. DURATION

If awarded the contract, the contractor shall hold firm the unit prices stipulated in the proposal for a period of one-year from the date of award. Additionally, Newark reserves the right to extend the contract three (3) 1-year extensions upon reaching mutually agreeable terms with the successful contractor not to exceed a total length of four years.

19. INDEMNIFICATION & OWNERSHIP OF MATERIAL

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright or patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

All documents prepared and submitted pursuant to this RFP or contract shall be the property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

CITY OF NEWARK, DELAWARE

CONTRACT NO. 19-03

WATER TREATMENT CHEMICALS

PROPOSAL

To: The Mayor and City Council
Newark, Delaware

From: _____

The undersigned as a lawfully authorized agent for the below named bidder has carefully examined the Bid Documents to be known as Contract No. 19-03 and bids himself on award to him by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provisions and Specifications and any Addenda shall be a part, and to furnish the goods as specified F.O.B. Newark, Delaware in a manner that is in complete accordance with said General Provisions and Specifications at the following named unit price on or before the delivery period stated below:

<u>Bid Item</u>	<u>Approx. Annual Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>
1	130 dry tons	Liquid Aluminum Sulfate - 4,000 gal. deliveries every 1-2 months	\$ _____
Exceptions:			
2	16,000 lbs. (50 lb. bags)	Sodium Fluoride - 2,000 lbs. deliveries every 2 months at CWTP and 2-3 months at the SWF.	\$ _____
Exceptions:			

<u>Bid Item</u>	<u>Approx. Annual Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>
3	20,000 gal.	25% Sodium Hydroxide - 3,000 gal. deliveries every 4 months at CWTP and 1,000 gal. deliveries every 1 month at the SWF.	\$ _____
Exceptions: _____			
4	30,000 gal.	10-16% Sodium Hypochlorite - 4,500 gal. deliveries every 3 months at CWTP and 2,000 gal. deliveries every 2 month at the SWF.	\$ _____
Exceptions: _____			

DATE: _____ BIDDER/Contractor: _____

By: _____
Its legally authorized representative

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CITY OF NEWARK, DELAWARE

CONTRACT NO. 19-03

WATER TREATMENT PLANT CHEMICALS

BOND TO ACCOMPANY PROPOSAL

(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____
of _____ of the County of _____
and State of _____, principal, and _____
of _____ as surety, legally authorized to do business in the
State of Delaware, are held and firmly bound unto the City of Newark in the sum of

_____ dollars, to be paid to said City of Newark for use
and benefit of the Mayor and Council of Newark, for which payment well and truly to be made, we
do bind ourselves, our and each of our heirs, executors, administrators and successors, jointly and
severally, for and in the whole, Contractor by these presents. Sealed with our seal dated the _____
day of _____ in the year of our Lord, two thousand
_____ (20____).

NOW THE CONDITIONS OF THIS OBLIGATIONS IS SUCH, that if the above bounded principal who has
submitted to said City of Newark, a certain proposal to enter into a certain Contract No. 19-03,
WATER TREATMENT CHEMICALS and if said _____
shall well and truly enter into and executes said contract and furnish therewith such Surety Bond or
Bonds as may be required by the terms of said contract and approved by said City of Newark, said
Contract, and said Bond to be entered into within fourteen (14) calendar days after the date of
official notice of award thereof in accordance with the terms of said proposal, then this obligation

to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE PRESENCE OF WITNESS:

SIGNED _____ (SEAL)

BY _____ (SEAL)

_____, SIGNED _____ (SEAL)

BY _____ (SEAL)

CITY OF NEWARK, DELAWARE

CONTRACT NO. 19-03

WATER TREATMENT PLANT CHEMICALS

NON-COLLUSION STATEMENT

Date: _____

City of Newark
Newark, Delaware

Gentlemen:

This is to certify that the undersigned bidder _____

has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted to the City of Newark on the _____ day of _____, 20____.

Signature of Bidder: _____

By: _____
Its legally authorized representative

Sworn to and subscribed before me on this _____ day of _____ 20____.

My Commission expires _____

Notary Public

CITY OF NEWARK, DELAWARE

CONTRACT NO. 19-03

WATER TREATMENT CHEMICALS

TECHNICAL SPECIFICATIONS

LIQUID ALUMINUM SULFATE
TECHNICAL SPECIFICATIONS

1. GENERAL

It is the intent of these specifications to describe the City's minimum requirements for the purchase of Liquid Aluminum Sulfate to be used in the treatment of the City's drinking water supply. The liquid aluminum sulfate shall meet all applicable federal, state and latest American Waterworks Association standards for use in treating drinking water.

2. ESTIMATED USAGE

It is estimated that a year's requirements will be approximately 130 dry tons with a 4,000-gallon delivery every one to two months. The lead time will be 2-3 work days after receipt of order. The City reserves the right to increase or decrease its requirements as needs dictate during the contract period without affecting the unit price.

3. REQUIREMENTS

Aluminum sulfate is the product of the reaction between sulfuric acid and a mineral rich in aluminum, such as bauxite. Liquid alum is a nearly saturated solution of aluminum sulfate shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.

4. PHYSICAL REQUIREMENTS

See AWWA Standard, Section 4.1

5. CHEMICAL REQUIREMENTS

See AWWA Standard, Section 4.2

6. IMPURITIES

See AWWA Standard, Section 4.3

- a. Product certifications. Aluminum sulfate is a direct additive used in the treatment of potable water. This material should be certified as suitable for contact with or treatment of drinking water by an accredited certifications organization in accordance with ANSI/NSF Standard Drinking Water Treatment Chemicals – Health Effects, Evaluation shall be accomplished in accordance

with requirements that are no less restrictive than those listed in ANSI/NSF Standard 60 and/or AWWA Standard B403-98. Certification shall be accomplished by a certification organization accredited by the American National Standards Institute.

7. PACKAGING AND SHIPPING

Packaging and shipping of liquid aluminum sulfate shall conform to the current federal, state, and local regulations.

- a. Liquid aluminum sulfate will be shipped in thoroughly clean tank trucks of 4,000-gallon capacity.
- b. Net weight. The net weight of net volume of packaged or containerized material shall not deviate from the recorded weight or volume by more than an absolute value of 2.5%. If exception is taken to the weight or volume of the material received, acceptance or rejection shall be based on the weight or volume of not less than 10% of the packages or containers received, selected at random from the shipment.

SODIUM FLOURIDE
TECHNICAL SPECIFICATIONS

1. GENERAL

It is the intent of these specifications to describe the City's minimum requirements for the purchase of crystal type sodium fluoride to be used in the fluoridation of the City's drinking water supply. The material shall meet all applicable federal, state and latest American Waterworks Association Standards for sodium fluoride commonly used in the fluoridation of municipal drinking water. AWWA Standard B701-99.

2. ESTIMATED USAGE

The City estimates the annual purchase of 16,000 lbs. of sodium fluoride. The lead time will be 2-3 work days after receipt of order. The City reserves the right to increase or decrease its requirements as needs dictate during the contract period without affecting the unit price.

3. CONTAINERS

The sodium fluoride is to be in 50 lb. bags. All pallets must have a 3 inch or greater gap between the top and bottom wood slats, so a hand truck can be used to move the pallets. There should be 40-44 bags per pallet.

4. GRADATION

The product is to conform to the following gradation for coarse sodium fluoride.

MESH	% Retained
+20	4 – Trace
+70	55
+100	20
+150	14
+200	5
+325	4
-325	2

5. DELIVERY SCHEDULE

Although the City reserves the right to change the delivery schedule, it is anticipated that the first delivery will be during February 2019, to the South Well Field Treatment Plant (SWF). Shipment shall be in approximately 40 bag lots, approximately once every other month to the Curtis Water Treatment Plant (CWTP) and every two to three months to the South Well Field Treatment Plant.

SODIUM HYDROXIDE
TECHNICAL SPECIFICATIONS

6. GENERAL

It is the intent of these specifications to describe the City's minimum requirements for the purchase of 25% sodium hydroxide to be used in the treatment of the City's drinking water supply. The sodium hydroxide shall meet all applicable federal, state and latest American Waterworks Association standards (B501-13) for use for pH adjustment in treating drinking water.

7. ESTIMATED USAGE

The City estimates the annual purchase of 20,000 gallons of 25% sodium hydroxide. The lead time will be 2-3 work days after receipt of order. The City reserves the right to increase or decrease its requirements as needs dictate during the contract period without affecting the unit price.

8. DEFINITIONS

The following definitions shall apply in this standard:

1. *Manufacturer*: The party that manufactures, fabricates, or produces materials or products.
2. *Purchaser*: The person, company, or organization that purchases any materials or work to be performed.
3. *Supplier*: The party that supplies materials or services. A supplier may or may not be the manufacturer.

9. REQUIREMENTS

1. Sodium Hydroxide shall conform to AWWA Standard B501-13 and shall be approximately 25% strength solution.
2. Samples may be taken at the point of destination. Equal portions shall be taken at five equally spaced time intervals during the unloading operation. The total sample volume shall equal approximately 1 gallon (4L).
3. Sample testing shall be in accordance with AWWA Standard B501-03. Basis of rejection shall be concentrations in excess of 28%, or less than 22%.
4. Chemical unit and total prices shall be on dry chemical only.

7. PACKAGING AND SHIPPING

Packaging and shipping of all sodium hydroxide shall conform to the current federal, state, and local regulations.

1. Sodium hydroxide solution is to be shipped in thoroughly clean tank trucks. Deliveries will be in approximately 1000-gallon shipments to the south well field treatment plant and 3000-gallon shipments to the Curtis water treatment plant.

SODIUM HYPOCHLORITE
TECHNICAL SPECIFICATIONS

10. GENERAL

It is the intent of these specifications to describe the City's minimum requirements for the purchase of sodium hypochlorite to be used in the treatment of the City's drinking water supply. The sodium hypochlorite shall meet all applicable federal, state and latest American Waterworks Association standards for use in treating drinking water.

11. ESTIMATED USAGE

The City estimates the annual purchase of 30,000 gallons of sodium hypochlorite. The lead time will be 2-3 work days after receipt of order. The City reserves the right to increase or decrease its requirements as needs dictate during the contract period without affecting the unit price.

12. DEFINITIONS

The following definitions shall apply in this standard:

2. *Manufacturer:* The party that manufactures, fabricates, or produces materials or products.
2. *Purchaser:* The person, company, or organization that purchases any materials or work to be performed.
3. *Supplier:* The party that supplies materials or services. A supplier may or may not be the manufacturer.

13. REQUIREMENTS

1. Sodium hypochlorite. Sodium hypochlorite solution (NaOCl) is a clear light-yellow liquid containing up to 160-g/L available chlorine (16 trade percent). Passing chlorine into a caustic soda solution or into a caustic soda-soda ash mix is one method of manufacture.
2. Sodium hypochlorite solution shall be a clear liquid containing not more than 0.15% insoluble matter by weight.

$$\text{volume of trade percent} = \frac{\text{grams available chlorine per liter}}{10}$$

5. CHEMICAL REQUIREMENTS

1. Sodium hypochlorite. Sodium hypochlorite shall contain not less than 100 g/L available chlorine (10 trade percent; see Sec. 4.1.4).
2. The total free alkali (expressed as NaOH) in sodium hypochlorite shall not exceed 1.5% by weight.

6. IMPURITIES

The hypochlorites supplied according to this standard shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the hypochlorites.

Hypochlorites are direct additives used in the treatment of potable water. This material should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects. Evaluation shall be performed in accordance with requirements that are no less restrictive than those listed in ANSI/NSF Standard 60. Certification shall be performed by a certification organization accredited by the American National Standards Institute.

8. PACKAGING AND SHIPPING

Packaging and shipping of all hypochlorites shall conform to the current federal, state, and local regulations.

1. Sodium hypochlorite solution is to be shipped in thoroughly clean tank trucks. Deliveries will be in approximately 2000-gallon shipments to the south well field treatment plant and 4500-gallon shipments to the Curtis water treatment plant.
2. Net weight. The new weight or net volume of packaged or containerized material shall not deviate from the recorded weight or volume by more than an absolute value of 2.5%. If exception is taken to the weight or volume of the material received, acceptance or rejection shall be based on the weight or volume of not less than 10% of the packages or containers received, selected at random from the shipment.